BILL NO. S-89-08-13

SPECIAL ORDINANCE NO. S-127-89

AN ORDINANCE approving CONTRACT FOR RES. 464-1989, REPTON DRIVE SANITARY SEWER REHABILITATION between INSITUFORM MIDWEST, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT FOR RES. 464-1989, REPTON DRIVE SANITARY SEWER REHABILITATION by and between INSITUFORM MIDWEST, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the furnishing of all labor and material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the following: MAIN LINE - Rehabilitation of a sanitary sewer; Beginning at an existing siphon structure location 25 LF South and 40 LF West of the Southwest corner of Lot 42 in Newfield Addition, Section I; thence Northeast 65 LF to an existing manhole; thence North 2,040 LF to an existing manhole. Said sewer is 24" in diameter;

the Contract price is Two Hundred Eighty-Three Thousand Two Hundred Seventy-Four and no/100 Dollars, all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. Timothy McCaulay, City Attorney

SEWER CONTRACT 464-1989

BOARD ORDER NO. 56-89 **WORK ORDER NO.** 73611

THIS CONTRACT made and entered into in triplicate this 2nd day of Aug., 1989, by and between **INSITUFORM MIDWEST, INC.**, herein called **CONTRACTOR** and the **City of Fort Wayne, Indiana,** an Indiana Municipal Corporation, acting by and through the **Mayor and the Board of Public Works & Safety**, herein called **OWNER:**

WITNESSETH that the **CONTRACTOR** and the **OWNER** for the considerations hereinafter named agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor and material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the following:

MAIN LINE:

Rehabilitation of Sanitary Sewer: Beginning at an existing siphon structure located 25 LF South and 40 LF West of the Southwest corner of Lot 42 in Newfield Addition, Section I; thence Northeast 65 LF to an existing manhole; thence North 2,040 LF to an existing manhole.

Said sewer is 24" in diameter, and,

all according to **Repton Drive Sanitary Sewer Rehabilitation,** Drawing No. SY11225, Sheets 1-4 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **Two Hundred Eighty-Three Thousand Two Hundred Seventy-Four and no/100 ($283,274.00) Dollars.** In the event the amount of work is increased or decreased by **OWNER** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE III: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or abut the 15th of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on

and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR.**

ARTICLE IV: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work if fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works & Safety** will direct the Water Pollution Control Engineering Department of the **OWNER** to promptly make such inspection. When the Water Pollution Control Engineering Department finds the work acceptable under the contract, and the contract if fully performed, it shall so inform the **Board of Public Works & Safety** which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE V: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne, in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR** or its agents, employees or workmen or any judgment of any court, or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE VI: NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for

this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE VII: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

ARTICLE VIII: COMPONENT PARTS OF THIS CONTRACT

a. Advertisement for Bids for Contract 910-1988
b. Instructions to Bidders for Contract 910-1988
c. Contractor's Proposal Dated 5 July 1989
d. Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11225
e. Supplemental Specifications for Contract 464-1989
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-discrimination of Labor, General Ordinance No. G-34-78 (as amended)
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment Bond
k. Minority/Female Employment Hourly Utilization
l. Right-of-Way Cut Permit
m. Comprehensive Liability Insurance Coverage
n. MBE/WBE Commitment Form
o. Fort Wayne Water Pollution Control Engineering Standards and Specifications 1989
p. _____

ARTICLE IX: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER.**

ARTICLE X: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE XI: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE XII: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within one hundred twenty (120) consecutive calendar days after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE XIII: COUNCILMANIC APPROVAL

This agreement although executed on behalf of the **OWNER** by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this contract shall be and become wholly void.

ARTICLE XIV:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CONTRACTOR: INSITUFORM MIDWEST, INC.

By: John J. Stelter

JOHN J. STELTER

SECRETARY

Title

CITY OF FORT WAYNE, INDIANA

By _____
Charles E. Layton, Director
Public Works

By _____
Douglas M. Lehman, Director
of Administration & Finance

By _____
Michael McAlexander, Director
of Public Safety

ATTEST: _____
Acting for: Helen Gochenour, Clerk

By _____
Paul Helmke, Mayor

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared JOHN J. STELTER, SECRETARY as representative of Insituform Midwest, Inc., and acknowledged the execution of the foregoing contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12TH day of JULY, 1989.

Raymond S. Klarich
Notary Public
Resident of COOK County
RAYMOND S. KLARICH
Printed Name of Notary

My Commission Expires:
7-8-90

"OFFICIAL SEAL"
RAYMOND S. KLARICH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/8/90

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared **Paul Helmke, Mayor; Charles E. Layton, Douglas M. Lehman, and Michael McAlexander,** all as Members of the Board of Public Works & Safety of said City, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 3rd day of Aug., 1989.

Carolyn S. Eschmann
Notary Public
Resident of Allen County
Carolyn S. Eschmann
Printed Name of Notary

My Commission Expires:

6-16-91

This instrument prepared by:
Terry L. Atherton, P.E., L.S., Director
Water Resources/Engineering & Services

Bond #134 72 48

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

Insituform Midwest, Inc.
(Name of Contractor)

111th & Archer - P O Box 458 - Lemont, Illinois 60439
(Address of Contractor)

a corporation
(Partnership, Corporation, or Individual)

hereinafter called Principal and Firemen's Insurance Company of Newark, New Jersey
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ~~Two Hundred Eighty Three Thousand~~ Two Hundred Seventy Four & no/100 ($ --283,274.00--) Dollars, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 12th day of July, 1989, for the construction of "Repton Drive Sanitary Sewer Rehabilitation", Resolution 464-1989

Beginning at an existing siphon structure located 25± LF South and 40± LF West of the Southwest corner of Lot 42 Newfield Addition Section 1; thence Northeast 65± LF to an existing manhole; thence North 2,040± LF to an existing manhole,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11225, Sheets 1 through 6, and special provisions, and according to the City of Fort Wayne Specifications and Standards adopted 26 April 1989.

WHEREAS, said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed, thereunder, or the specifications accompanying the same,s hall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the Owner and the contractor shall bridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consume or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of which shall be deemed an original, this 17th day of July 1989.

ATTEST:

By: _____
Principal Secretary
John J. Stelter
[SEAL]

Witness as to Principal

Insituform Midwest, Inc.
Principal

By _____
John J. Marich, President
111th & Archer, Box 458, Lemont, Illinois
Address

Firemen's Insurance Company of Newark, New Jersey
Surety

ATTEST:

N/A
Surety Secretary

[SEAL]

By: _____
Witness as to Surety
P O Box 39/New Lenox, IL 60451
Address

By: _____
Attorney-in-Fact

200 S. Wacker Drive, P O Box 771
Address
Chicago, Illinois 60690

*NOTE: Date of Bond must not be prior to date of contract. If Contractor is partnership, all partners should execute bond.

CITY OF FORT WAYNE, INDIANA
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT: we Insituform Midwest, Inc. (contractor ~~or developer~~) as Principal, and the Firemen's Insurance Company of Newark, New Jersey (Insurance Company) a corporation organized under the laws of the State of New Jersey (state and date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $--283,274.00--- (value of work) for the payment whereof well and truly to be made, the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the principal has entered into contract with the City of Fort Wayne or has applied for authority to construct or cause to be constructed, a sanitary sewer to become part of the City's sanitary sewer system, which said sanitary sewer is to be built and constructed according to plans and specifications prepared or approved by the City and known as the **"Repton Drive Sanitary Sewer Rehabilitation, Resolution 464-1989** and,

WHEREAS, the grant of authority by City to so construct such sanitary sewer provides:

1. That said sanitary sewer shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the sanitary sewer for a period of one (1) year from the date of final acceptance in writing by Owner;
2. There shall be filed with the City within thirty (30) days after completion, a Completion Affidavit.
3. Said principal is required to agree to make such adjustments modifications and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said sanitary sewer for a period of one (1) year following written acceptance by the City of said sanitary sewer; and,

WHEREAS, said surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications; and,

NOW, THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause

said sanitary sewer to become a part of the City sanitary sewer system and shall for one (1) year after acceptance of said sanitary sewer by City maintain said sanitary sewer and shall indemnify the City for all loss that City may sustain by reason of the principal's failure to comply with any of the terms of the authorization then this obligation shall be void, otherwise, it shall remain in full force and effect.

Insituform Midwest, Inc.

Contractor ~~or Developer~~

By John J. Marich

John J. Marich, President

Title

ATTEST:

By: John J. Stelter

John J. Stelter, Secretary

Title

Firemen's Insurance Company of Newark, New Jersey

(Insurance Company) Surety

By Robert W. Kingsley

Authorized Agent

* If signed by an agent, Power of Attorney must be attached.

STATE OF Illinois

COUNTY OF Will ss.:

On this 17th day of July 19 89, before me personally appeared Robert W. Kegley, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney ~~in Fact~~ of Firemen's Insurance Company of Newark, New Jersey, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety Company Acknowledgment

"OFFICIAL SEAL"
SHARON KOCENKO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 16, 1991

BOND-3768-A

By: Sharon Kocenko
(Notary Public in and for the above County and State)

My commission expires 09-16-91

Firemen's Insurance Company of Newark, New Jersey

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Robert W. Kegley of New Lenox, Illinois

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Unlimited Dollars

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February, 1975:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of May, 1985.

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

Attest:

By

Robert W. Adler, Sr., Assistant Vice President

Michael J. Beernaert, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 1st day of May, 1985, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24-4663117 Qual. in Kings County
Commission Expires March 30, 1986

CERTIFICATE

I, the undersigned, an Assistant Vice President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York, in the State of New York. Dated the 17th day of July ,1989 .

James M. Keane, Assistant Vice President

Wednesday, July 5, 1989

Department of Public Works & Safety
Office of the Board
Meeting held at 9:00 a.m.
Third Floor Conference Room

Charles E. Layton, Director
Michael McAlexander, Member
Douglas M. Lehman, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS - Res. #464-89, Repton Drive Sanitary Sewer Rehabilitation

ALL STAR CONST.	
BERCOT, INC.	
INSITUFORM MIDWEST	283,274
KREAGER BROS.	
LAND, INC.	
PRICE BROS. CO.	
SCHEIDLEMAN EXC.	

Eng. Est. - $255,000.00

2. RECEIVE BIDS - Res. #910-89, Pettit Avenue Sanitary Sewer

ALL STAR CONST.	
BERCOT, INC.	10,400.00 ←
KREAGER BROS.	13,358.75
LAND, INC.	17,010.00
PRICE BROS. CO.	
SCHEIDLEMAN EXC.	15,171.25

Eng. Est. - $16,675.00

3. RECEIVE BIDS - Res. #1050-89, Woodbrook Drive - Parkcrest Drive Water Main

ALL STAR CONST.	50,329.50
BERCOT, INC.	53,901.50
KREAGER BROS.	55,565.25
LAND, INC.	46,920.00
SCHEIDLEMAN EXC.	44,142.56 ←

Eng. Est. - $51,655.00.

4. RECEIVE BIDS - Res. #6127-89, 1989 Asphalt Resurfacing, Pkg. I

BROOKS CONST.	117,180.00 ←
S. E. JOHNSON	151,875.00
WAYNE ASPHALT.	125,960.00

Eng. Est. - $153,775.00

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19__, at _____ o'clock ___ .M.,E.S.T.

DATED: 8-8-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 8-22-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. D-127-89 on the 22nd day of August, 19 89,

ATTEST

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of August, 19 89, at the hour of 11:00 o'clock P .M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of August, 19 89, at the hour of 8:00 o'clock P .M.,E.S.T.

P. Helmke
PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 464-1989, Repton Dr. San. Sewer ~~Rehabilitation~~

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The Contract for Res. 464-89, Repton Drive Sanitary Sewer Rehabilitation, is for the furnishing of all labor and material, equipment, tools, power, transporation, miscellaneous equipment etc., necessary for the following: MAIN LINE - Rehabilitation of a sanitary sewer; Beginning at an existing siphon structure location 25 LF South and 40 LF West of the Southwest corner of Lot 42 in Newfield Addition, Section I; thence Northeast 65 LF to an existing manhole; thence North 2,040 LF to an existing manhole. Said sewer is 24" in diameter. Insituform Midwest, Inc., is the contractor.

S-89-08-13

EFFECT OF PASSAGE Improved sanitary sewer conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $283,274.00

ASSIGNED TO COMMITTEE

BILL NO. S-89-08-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT FOR RES. 464-1989, REPTON DRIVE SANITARY SEWER REHABILITATION between INSTITUFORM MIDWEST, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 8-22-89.

Sandra E. Kennedy
City Clerk